#### **DEPARTMENT OF HEALTH & HUMAN SERVICES**



National Institutes of Health National Library of Medicine Bethesda, Maryland 20894

April 2, 2007

#### Dear Sir/Madam:

The National Library of Medicine (NLM) invites you to submit a quotation in accordance with the requirements and instructions of Request for Quotations (RFQ) No. NLM-07-074/RHW entitled "AIDS Community Information Outreach Project 2007." The RFQ includes all the necessary information required for the submission of a quotation for this acquisition.

Questions concerning any areas of uncertainty, which in your opinion require clarification or correction on the part of NLM, must be furnished in writing (preferably via "e-mail") to Robin Hope-Williams, and marked Offeror's Questions, RFQ No. NLM-07-074/RHW. You are requested to submit your questions to <a href="mail.nih.gov">rhwilli@mail.nih.gov</a>. Any discussion of this RFQ with any individual(s) outside of the Office of Acquisitions, NLM, may result in disqualification of the offeror and rejection of any quotation submitted.

One (1) original and five (5) copies of your quotation must be received, <u>no later than</u> 4:00 p.m. (local prevailing time), on Monday, June 18, 2007 at the following address:

Office of Acquisitions National Library of Medicine (NLM) Building 38A, Room B1N20 8600 Rockville Pike Bethesda, MD 20894

Please share this solicitation information with your colleagues and others in your community. Further information about NLM's HIV/AIDS Information Outreach and previously funded AIDS Community Information Outreach projects can be found on the NLM website at http://sis.nlm.nih.gov/outreach/aids\_cio\_projects.html.

Vendors are responsible for routinely checking the NLM website at <a href="http://www.nlm.nih.gov/oam/oam.html">http://www.nlm.nih.gov/oam/oam.html</a> for any possible solicitation amendments that may be issued. This office will provide no additional notification or mailing of any amendments. The solicitation and any amendments will also be published on the Federal Business Opportunities (FedBizOpps) website, <a href="https://www.fbo.gov">www.fbo.gov</a>.

Sincerely,

Robin Hope-Williams Contracting Officer Office of Acquisitions

**Enclosures** 

# NATIONAL LIBRARY OF MEDICINE REQUEST FOR QUOTATIONS (RFQ) NO. NLM-07-74/RHW

#### "AIDS Community Information Outreach Project 2007"

(Dated: 4/02/07)

#### INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

#### A. GENERAL INFORMATION

#### 1. PURPOSE

This RFQ solicits quotations to procure professional services to design and conduct outreach projects that will improve access to HIV/AIDS related health information by patients, the affected community, their caregivers and the general public.

#### 2. BACKGROUND

See attached Statement of Work.

#### 3. NAICS CODE AND SIZE STANDARD

NOTICE TO QUOTERS: THE FOLLOWING INFORMATION IS TO BE USED IN COMPLETING THE ATTACHED REPRESENTATIONS AND CERTIFICATIONS.

- a. The North American Industry Classification System (NAICS) code for this acquisition is 624190.
- b. The small business size standard for this acquisition is \$6.5 million.

THIS REQUIREMENT IS <u>NOT</u> SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

#### 4. METHOD OF ACQUISITION

The Government intends to procure the necessary services in accordance with the simplified acquisition procedures stated in FAR Part 13.

#### 5. TYPE OF AWARDS

It is anticipated that the award(s) from this solicitation will be firm fixed-priced type purchase orders.

The AIDS Information Outreach Project 2007 will include two award category types:

- Standard Award maximum value of \$60,000.00.
- Express Award maximum value of \$10,000.00.

#### 6. NUMBER OF AWARDS

It is anticipated that multiple awards will be made from this solicitation:

Standard Award: 2-8 awards

Express Award: 5-30 awards

NOTE: Award of any purchase order is contingent on the availability of funds.

#### 7. DATE OF AWARD

It is anticipated that awards will be made on or about September 28, 2007.

#### 8. PERIOD OF PERFORMANCE

It is anticipated that any award(s) made from this solicitation will be for a period of performance of twenty-four (24) months from the date of award.

#### 9. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

#### 10. COMMUNICATIONS PRIOR TO AWARD

Vendors shall direct all communications to the attention of:

Robin Hope-Williams, Contracting Officer Office of Acquisitions National Library of Medicine (NLM) Room B1N20, Building 38A 8600 Rockville Pike Bethesda, Maryland 20894 301-496-6546

Fax: 301-402-0642 rhwilli@mail.nih.gov

Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

#### 11. PREPARATION COSTS

This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

#### **B. GENERAL INSTRUCTIONS TO OFFERORS**

#### INSTRUCTIONS TO VENDORS

(a) Definitions. As used in this provision—

*Discussions* are negotiations that occur that may, at the Contracting Officer's discretion; result in the quoter being allowed to revise its quotation.

*In writing or written* means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Quotation modification is a change made to a quotation before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Quotation revision is a change to a quotation made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Quoters shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of quotations.
  (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, quotations and modifications to quotations shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the quoter. Quoters using commercial carriers should ensure that the quotation is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the quotation must show--
    - (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the quoter (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the quoter's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the quotation. Quotations signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Late quotations and revisions. (i) Any quotation received at the office designated in the solicitation after the exact time specified for receipt of quotes will not be considered unless it is received before award is made and—
  - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of quotations (e.g., a quotation submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of quotations. The term ``working days'' excludes weekends and U.S. Federal holidays;
  - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of quotations; or
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of

quotations and was under the Government's control prior to the time set for receipt of quotations, and the Contracting Officer determines that accepting the late quotation would not unduly delay the procurement; or

- (F) It is the only quotation received.
- (ii) Any modification or revision of a quotation or response to request for information, including any final quotation revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late quotation or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the quotation, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the quotation wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late quotation, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the ``Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. ``Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful quotation that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) Quotations may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile quotations, quotations may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Quotations may be withdrawn in person by a quoter or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the quotation before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the office designated for receipt of quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Quotations submitted must be on an all-or-none basis, e.g., quotations that propose to provide any item or combination of items shall be determined to be nonresponsive.
- (5) Quotations submitted in response to this solicitation shall be in English and in U.S. dollars.
- (6) Quoters may submit modifications to their quotations at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Quoters may submit revised quotations only if requested or allowed by the Contracting Officer.
- (8) Quotations may be withdrawn at any time before award.
  Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Quotation expiration date. Quotations in response to this solicitation will be valid for a period of 60 calendar days.

- (e) Restriction on disclosure and use of data. Quoters that include in their quotations data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
  - (1) Mark the title page with the following legend: This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this quotation. If, however, a purchase order is awarded to this quoter as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting purchase order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation.
- (f) Purchase Order Award.
  - (1) The Government intends to award purchase order(s) to the responsible quoter(s) whose quotation represents the best value after an evaluation is conducted in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all quotations if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in quotations received.
  - (4) The Government shall evaluate quotations and may award a purchase order without discussions with quoters (except clarifications as described in FAR 15.306(a)). Therefore, the quoter's initial quotation should contain the quoter's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity quoted, at the unit cost or prices quoted, unless the quoter specifies otherwise in the quotation.

- (6) Exchanges with quoters after receipt of a quotation do not constitute a rejection or counteroffer by the Government.
- (7) The Government may determine that a quotation is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A quotation may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (8) The Government reserves the right to make multiple awards if after considering the additional administrative costs it is in the Government's best interest to do so.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

#### 2. POTENTIAL AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award a purchase order without discussions if the Contracting Officer determines that the initial quote(s) is/are fair and reasonable, provide the Best Value and discussions are not necessary.

#### 3. ORDERING TERMS AND CONDITIONS

- a. The quoter must specify the unit price quoted for each Item Number.
- b. Prices quoted for this RFQ are Open Market or General Services Administration (GSA) Federal Supply Schedule (FSS) prices. For items quoted from the FSS, the quoter must cite its FSS contract number. The quoter must also provide a copy of its FSS contractor's price list with its quote.
- c. The quoter must indicate the Quantity, Item, and Trade Discounts being quoted for each line item listed. If none, so state.
- d. The quoter must indicate a period of delivery, citing the number of days after receipt of a purchase order document in which delivery will be performed.
- e. The quoter must indicate the F.O.B. Point (cite 'O' for Origin and 'D' for Destination). [Reference Item No. \*\*\*\*(QEQ70013)\*\*\*\*, Transportation & Shipping Terms, of the attached <u>Addendum to Terms and Conditions of Purchase Order.</u>]

#### 4. PURCHASE ORDER TERMS AND CONDITIONS

- a. The attached <u>Purchase Order Terms and Conditions</u> shall be made a part of any purchase order awarded as a result of this RFQ.
- b. The attached <u>Addendum to Terms and Conditions of Purchase Order</u> shall be made a part of any purchase order awarded as a result of this RFQ.
- 5. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS (SIMPLIFIED ACQUISITIONS)

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST HAVE SUBMITTED YOUR REPRESENTATION AND CERTIFICATIONS VIA THE ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) AT: http://orca.bpn.gov.

#### 6. PRIVACY ACT

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFQ pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a purchase order.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH acquisition programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.

- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

#### 7. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health (NIH) whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Library of Medicine, National Institutes of Health, U.S. Department of Health and Human Services under Purchase Order No. MZ701XXX.

#### 8. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 Chapter Part 1194. The complete text of Section 508 Final Standards can be assessed at <a href="http://www.access-board.gov/">http://www.access-board.gov/</a>

The standards applicable to this requirement are identified in the **Background/Statement of Work** Section of this RFQ.

#### 9. ANTI – LOBBYING

Pursuant to Section 503(a) of Public Law 105-78, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or any State legislature, except in presentation to the Congress or any other State legislature itself.

#### 10. PRESS RELEASES

Pursuant to Section 506 of Public Law 109-149, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money that (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar

amount of the total costs of the project or program that will be financed by nongovernmental sources.

#### 11. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

#### 12. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (PL. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic. Public accommodations that meet the requirement can be accessed at: <a href="http://www.usfa.fema.gov/hotel/index.htm">http://www.usfa.fema.gov/hotel/index.htm</a>.

#### 13. NEEDLE EXCHANGE

Pursuant to Public Law 109-149, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

#### 14. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17<sup>th</sup> of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

#### 15. SELECTION OF VENDOR(S)

- a. The acceptability of the technical portion of each quotation will be evaluated by a technical review committee or a member of the Government's technical staff. Each quotation will be evaluated in strict conformity with the evaluation criteria in the RFQ utilizing point scores and written critiques. The quoter may be requested to submit clarifying information.
- b. The business portion of each quotation will be subjected to a cost/price analysis (as appropriate), management analysis, etc.
- c. If award will be made without conducting discussions, quoters may be given the opportunity to clarify certain aspects of their quotations (e.g.,

the relevance of a quoter's past performance information and adverse past performance information to which the quoter has not previously had an opportunity to respond) or to resolve minor or clerical errors.

- d. <u>Best-Value Analysis</u>. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
- e. The NLM reserves the right to make a single award, multiple awards, or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet NLM's requirements.
- 16. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE [FAR 52.252-1 (FEBRUARY 1998)].

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation. In lieu of submitting the full text provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation. Also, the full text of a solicitation provision may be accessed electronically at this address: <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>.

#### FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1):

- Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003)
- b. Central Contractor Registration, FAR Clause 52.204-7 (October 2003)
- c. Submission of Offers in the English Language, FAR 52.214-34 (April 1991).
- b. Submission of Offers in U.S. Currency, FAR 52.214-35 (April 1991).

#### 17. NUMBER OF COPIES OF QUOTATION

Your quotation shall be organized as specified in Section B., GENERAL INSTRUCTIONS TO QUOTERS; Section C., INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION; and Section D., INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION; and <u>submitted no later than 4:00 p.m., local prevailing time on Monday</u>, June 18, 2007.

Please submit one (1) original and five (5) hard copies of your quotation to the following address below:

Robin Hope-Williams
Contracting Officer
Office of Acquisitions
National Library of Medicine (NLM)
Room B1N20, Building 38A
8600 Rockville Pike
Bethesda, Maryland 20894

### C. INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION

#### 1. INTRODUCTION

Proposals will be accepted from small businesses, individual community-based organizations, consortia of community- based organizations, faith-based organizations, public libraries, health sciences libraries, departments of public health, tribes, or multi-type consortia, which include CBOs, patient advocacy groups, or public libraries (e.g., CBO and hospital library).

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should include as much detail as you consider necessary to fully explain the proposed approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. In addition to the narrative, the MATRIX (Attachment No. 6) must be completed with the goals, target audience, etc., for the project.

The technical proposal shall clearly describe what work will be performed as part of the overall project, how it will be performed, who will be doing the work, and how the work related to the overall goals of the proposed project. In addition, the proposal should address why the project is significant and should be funded. **Quotations shall not exceed a total of 50 single-spaced pages**, including all enclosures and attachments. Pages should be of standard size (8 ½" x 11") and the font should be no smaller than 10 point. Excluded from the page limitation are cover letters and letters from collaborators and consultants.

# PROJECT DESCRIPTIONS ARE EXPECTED TO BE BRIEF AND SHALL NOT EXCEED 10 PAGES.

A Checklist for Submission is included as Attachment No. 8. This checklist is intended to help you; it is not a requirement and does not need to be included in your proposal.

#### 2. TECHNICAL DISCUSSIONS

The suggested outline for the technical discussion is as follows:

- a. <u>Cover sheet</u>: Include project title, date of submission, name, address, telephone number(s), fax number(s), e-mail and DUNS number of the submitting and partnering organization(s) along with specific contact personnel for both administrative and technical aspects of the project (may be the same person). In addition, a one-paragraph summary of the project (approximately 250-400 words) should be included.
- b. <u>Statement of work</u>: Describe the project and include at least the following information:
  - Objectives. State the goals, objectives, and the specific accomplishments to be achieved. Indicate the need for the project and its relationship to any similar projects currently underway, if any.
  - Background Information. Provide a narrative description of the project including what will be done, who (organizations or agencies) will be doing it, and why it is important.
  - Description of target group(s). Describe the population(s) you are focusing on for your project. Describe specifically who will be most likely to benefit from the project. If available include estimates of numbers of individuals in the target populations and the geographic area included.
  - Approach and Methodology. Clearly outline the general plan of work.
     Describe in detail the methodologies that will be use for the project and include any problems anticipated.

Notice: Provide clear and detailed justification for your approach. For example, do not propose developing a web page for your organization without including details about how this will improve information access for the target population and why another HIV/AIDS web page is necessary with all that are currently available.

- <u>Evaluation.</u> Describe plans for evaluating the success of the project.
   Recommend ways that NLM might evaluate this project and similar projects.
- Matrix. Complete the Matrix (Attachment B) appropriately to reflect the goals, objectives, timelines, and benchmarks for the project.
- Project schedule. Provide a realistic schedule for completion of the work and delivery of items specified in the statement of work.
- <u>Charts.</u> Complete the charts in Attachment F addressing: (1) Types of activities planned, (2) Names and types of organizations involved in the project, and (3) Target populations.

c. <u>Personnel</u>: Describe the experience and qualifications of personnel who will work on the project. Provide information that will show the qualifications of personnel and their recent experience with similar projects. Resumes and/or CVs of key staff should be included. If personnel will be hired, job descriptions with specific qualifications should be included.

**NOTE:** Offerors shall include a resume for each key person proposed for the project. Resumes of management, technical, and support staff necessary to provide the services and support requested shall also be included. Individual resumes shall be no more than two pages in length.

Resumes shall include the following:

- Name of person;
- Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held, and
- d. <u>Consultants</u>. Involvement of consultant is permitted. However, such use must be described in detail and supported by appropriate letters from each individual/organization confirming his/her role in the project. The letters of commitment should specify the roles of each participating consultants/organization and what services they are providing for the proposed project.
- e. <u>Facilities</u>. Describe the facilities and resources to be used to support this project. Include description of computer equipment and office facilities of the offeror and those of any other site to be used in the project. List the most important equipment items already available for this project, noting location and pertinent capabilities of each. \*Funds are not provided for rental expenses.

#### 3. INSTRUCTIONS FOR EXPRESS AWARDS

- a. The format provided must be used when submitting the proposal. Additional information may be provided, if necessary, but is not required
- b. The narrative description of the project should include a description of the work to be undertaken and how it will be done. It should briefly touch upon how the project will be organized, staffed and managed. The work to be conducted must relate to the goals and objectives stated for the project.

- c. If CVs/resumes are not provided, the descriptions of the personnel involved in the project must include statements about their prior experience, education and training.
- d. Attachment No. 5 Cover Sheet for Express Awards must be included.

#### 4. EVALUATION OF THE TECHNICAL PORTION OF QUOTATIONS

The technical portion of quotations will be evaluated in accordance with the factors, weights, and order of relative importance as described in E. EVALUATION FACTORS FOR AWARD below.

# 5. ADDITIONAL INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION

- a. Quotations which merely offer to conduct the work in accordance with the requirements of the Government's scope of work will be considered nonresponsive. The quoter must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- Evaluation of the technical portion of quotations will be conducted by a technical review committee in accordance with the evaluation criteria stated in E. EVALUATION FACTORS FOR AWARD below.

# D. INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION

#### 1. BASIC COST/PRICE INFORMATION

Quoters shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. The categories listed are not exhaustive and should be modified for the specific items you are requesting.

Use the Cost Breakdown Form supplied (Attachment No. 9) to submit your budget.

Funds may be requested for the following (these are examples only and are not meant to be all-inclusive):

- Purchase of equipment or materials for the project
- Salaries of additional staff to support the project or release current staff to carry out the project.
- Document delivery
- Communications access costs
- Travel necessary for the project
- Developing, producing, and distributing materials for the project
- Evaluating the project
- · Costs to obtain or provide training in accessing information resources

#### 2. INFORMATION OTHER THAN PRICING DATA

The information submitted shall consist of data to permit the Contracting Officer and authorized representatives (NLM staff) to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs or information on prices and quantities at which the quoter has previously sold the same or similar items or carried out the same or similar work.

Any information submitted must support the price proposed. Include sufficient detail or cross reference to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The information may be submitted in the quoter's original format.

#### **E. EVALUATION FACTORS FOR AWARD**

#### 1. GENERAL

In the selection of the contractor(s) for this acquisition, paramount consideration shall be given to the evaluation of the technical proposals rather than cost or price. The evaluation will be based on the demonstrated capabilities of the prospective vendor in relation to the needs of the project as set forth in the RFQ. The merits of each proposal will be evaluated carefully, based on responsiveness to the RFQ and the thoroughness and feasibility of the technical approach taken. Vendors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. NLM may award a purchase order only if the corresponding quotation has been recommended as technically acceptable by the technical review committee. NLM is not under any obligation to fund any proposal or make any specific number of awards. Funding for any/all technically acceptable proposals is not guaranteed.

PROPOSALS WILL BE SCORED AGAINST THESE CRITERIA, SO PLEASE BE CERTAIN THAT ALL CRITERIA HAVE BEEN ADDRESSED IN YOUR SUBMISSION.

#### 2. EVALUATION OF TECHNICAL PORTION OF QUOTATION

The technical portion of quotations will be evaluated in accordance with the factors, weights, and order of relative importance as descried below entitled "EVALUATION FACTORS FOR AWARD".

Quotations which merely offer to conduct the work in accordance with the requirements of the Government's scope of work will not be eligible for award. The quoter must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

Evaluation of the technical portion of quotations will be conducted by a technical review committee or a member of the Government's technical staff in accordance with the weighted technical criteria stated in EVALUATION FACTORS FOR AWARD. This evaluation produces a numerical score (points) which is based upon the information contained in the quoter's quotation only.

#### a. QUALIFICATIONS OF THE QUOTER

You are requested to submit a summary of your General Experience, Organizational Experience Related to this RFQ, Performance History, and Pertinent Acquisitions.

- i. General Experience: defined as general background, experience and qualifications of the quoter. A discussion of the quoter's facilities which can be devoted to the project may be appropriate.
- ii. Organizational Experience Related to this RFQ: defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFQ. This includes the quoter's overall experience, but not the experience and/or past performance of individuals who are included in the quotation as personnel involved with the Statement of Work in this RFQ.
- iii. Performance History: defined as meeting acquisition objectives within delivery and cost schedules on efforts, either past or ongoing, which is comparable or related to the effort required by this RFQ.
- iv. Pertinent Acquisitions: defined as a listing of each related acquisition completed within the last three years or currently in process. The listing should include: (1) the acquisition number; (2) acquiring agency; (3) acquisition dollar value; (4) dates acquisition began and ended (or ends); (5) description of acquisition work; (6) explanation of relevance of work to this RFQ; and (7) actual delivery and cost performance versus delivery and cost agree to in the acquisition(s).

You are cautioned that omission or an inadequate or inaccurate response to this very important RFQ requirement could have a negative effect on the overall selection process. Previous work experience which is relevant to the ability of the quoter to perform will be considered in the source selection process.

#### 3. PRICING

Prices to the Government shall be as low or lower than those charged to the quoter's most favored customer for comparable quantities under similar terms and conditions in addition to any trade or prompt payment discounts offered. Accordingly, discounts notwithstanding, the quoter must ensure that the items sold to the Government in the particular commodity category meet the requirement for "most favorable pricing" to the Government.

#### 4. MANDATORY CRITERIA

Listed below are mandatory qualification criteria that establish conditions that must be met in order for the proposal to be considered:

- a. The project must specifically target AIDS-related health information needs of the affected community, their care givers, or the general public including, but not limited to, allied health professionals, social workers, or case managers. At least one of the organizations managing the project must be a community-based organization, library or department of public health.
- b. The project must be conducted within the United States.
- c. For proposals in the Standard Award category, project budgets shall not exceed \$60,000, including indirect costs. For the Express Award category, the project budgets shall not exceed \$10,000.
- d. Every proposal must include Submission Category and Contact Information (Attachment No. 4 or Attachment No. 5) as the cover of the entire proposal. Attachment No. 4 and Attachment No. 5 indicates the category for which the proposal is being submitted.

#### 5. TECHNICAL EVALUATION CRITERIA

In determining which offer represents the best value (i.e., labor hours, special features, administrative costs) to meet the Government's needs, the Government shall evaluate responses using the following evaluation criteria that are listed in descending order of priority:

The technical proposal will receive paramount consideration in the selection of the offerors for this acquisition. In the event that the technical evaluation reveals that two or more offerors are approximately equal in the technical ability, then cost may become a significant factor in determining award. In any event, the government reserves the right to make an award based on a best value determination, cost and other factors considered.

Offerors merely proposing to provide a service in accordance with the statement of work will not be eligible for award. The proposal must include a comprehensive plan for meeting the needs of the Government, addressing each of the requirements of the statement of work and explaining the proposed technical approach to be used. Failure to provide the information required to evaluate the proposal may result in the rejection of the proposal without further consideration.

#### 6. TECHNICAL EVALUATION FACTORS

#### **STANDARD AWARDS**

<u>Criteria</u>	<u>Points</u>
A. Technical Approach	45
B. Organization(s) Involved, Facilities, Personnel and Resources	35
C. Target Communities	20
· · · · · · · · · · · · · · · · · · ·	100

<u>Criterion A</u> (45 points) Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The proposal should include sufficient detail to show an understanding of the project and describe how the project will be conducted, and what need(s) the project will help to meet. The rationale and need for the project must be clearly defined. Include also the approach to assess the value of the project. If the proposal is for an extension or expansion of a previously funded NLM project, the proposal should explain the need for the extension or expansion. It should address what has been learned from the earlier project and what changes, if any, will be made as a result of what has been learned. The impact of prior project(s) should also be discussed. Plans for continuing the project after the period of performance for this funding concludes should also be discussed.

<u>Criterion B</u> (35 points) Organization(s) Involved, Facilities, Personnel, and Resources

A description of the organization(s) making the proposal, its (their) primary clientele, services currently provided, experience, facilities, equipment and supporting documentation. The experience of the organization and its personnel in developing or conducting similar projects to provide information or information services about HIV/AIDS to members of the community. Demonstrated evidence of facilities and resources adequate to support the proposed project and letters of commitment from all the organizations involved in the project. Include descriptions of the proposed personnel (include CVs or resumes) who will actually carry out the project with their experience and qualifications.

<u>Criterion C</u> (20 points) Target Communities

Description of the target group(s) for this project and a description of their need for this project. The target groups should be clearly described along with any existing relationships between the proposer and the target populations. If available, include descriptions of any studies, needs assessments, evaluations, etc. that you or others have done to determine the need for this project. Provide an indication of the potential impact on the target group(s).

#### **EXPRESS AWARDS**

<u>Criteria</u>	<u>Points</u>
A. Technical Approach	60
B. Organization(s) Involved, Facilities, Personnel and Resources	25
C. Target Communities	<u>15</u>
Total Points:	100

<u>Criterion A</u> (60 points) Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The goals and objectives should be clearly stated, logical and feasible. The brief narrative description of the work to be carried out should be aligned with the stated objectives. The narration should briefly address the need for the project and potential impact.

Criterion B (25 points)

Organization(s) Involved, Facilities, Personnel, and Resources

Complete listing of names and types of organizations involved should be included. Mention of their roles and responsibilities should be included in the general narrative. Descriptions of personnel who will be carrying out the work of the project should be included with indication of their qualifications, education, training and experience. CVs or resumes should be included, if available. Description of facilities, equipment and resources available to carry out the work of the project.

#### <u>Criterion C</u> (15 points)

**Target Communities** 

Target audiences should be characterized by use of the chart included in the Express application. There should be a clear or obvious relationship between the organizations involved and the target audience. If there is not, some narrative justification should be included. In the description of the assessment to be used there should be some indication of the potential impact on the target audience.

#### F. ATTACHMENTS TO THE RFQ

- 1. Statement of Work (SOW)
- Purchase Order Terms and Conditions
- 3. Addendum to Terms and Conditions of Purchase Order (Express Award)
- 3A. Addendum to Terms and Conditions of Purchase Order (Standard Award)
  - 4. Standard Award Proposal Cover Page (Must be submitted with quotation).
  - 5. Express Award Proposal Cover Page (Must be submitted with quotation).
  - 6. Matrices (Must be submitted with quotation).
  - Activity Charts (Must be submitted with quotation).
- 8. Checklist for Submission
- 9. Cost Breakdown Form (Must be submitted with quotation).
- 10. Application for NLM AIDS Information Express Award (Must be submitted with quotation for Express Award).
- 11. Final Report Format (Sample Copy -- Do not submit with quotation).

#### RFQ. No. NLM-07-074/RHW AIDS INFORMATION COMMUNITY OUTREACH PROJECT 2007

#### STATEMENT OF WORK

#### A. BACKGROUND INFORMATION

The National Library of Medicine (NLM) and the National Institutes of Health (NIH) recognize that it is critical to establish relationships with organizations that encourage and foster communication and information access. A major effort to enhance understanding of information needs, resources, and services began in June 1993 when NLM and the NIH Office of AIDS Research (OAR) cosponsored a conference that brought together users of NIH information resources including health care providers, scientists, information specialists, journalists, and members of the community affected by HIV/AIDS. The purpose of the conference was to review the various HIV/AIDS information services, assess current efforts with respect to needs, and identify additional needs. The resultant recommendations were widely circulated and continue to be utilized for planning and informational purposes. The conference report is available on the NLM AIDS Web Site <a href="http://www.sis.nlm.nih.gov/hiv/nihrpt.pdf">http://www.sis.nlm.nih.gov/hiv/nihrpt.pdf</a>.

Patients and the affected community want access to the most up-to-date and accurate health information to manage their care and make informed decisions about their health. Health care providers and health educators also need access to the most current information to provide the highest quality of care. Information access disparities exist in many communities that are affected by the digital divide. NLM is committed to assisting community-based organizations in accessing the spectrum of information resources and services that are currently available.

As a result of the recommendations made during the conference, the National Library of Medicine issued a Request for Quotations (RFQ) for AIDS Community Information Outreach projects in May of 1994. Between 1995 and 2006, similar solicitations were issued (see <a href="http://sis.nlm.nih.gov/outreach/aids\_cio\_projects.html">http://sis.nlm.nih.gov/outreach/aids\_cio\_projects.html</a> for a list of past award recipients). The goal of the AIDS Community Information Outreach funding is to improve access to HIV/AIDS related health information by patients, the affected community, and their caregivers. NLM has continued to issue this solicitation into the year 2006 and has awarded over 190 organizations with funding in an effort to eliminate disparity of information access in the HIV/AIDS Community.

#### B. <u>PURPOSE AND OBJECTIVES</u>

The purpose of the AIDS Community Information Outreach Project is to design local programs for improving HIV/AIDS health information access for patients and the affected community as well as their caregivers and the general public. Emphasis is on providing information or access to health and medical information in a way meaningful to the target community.

Projects must involve one or more of the following information access categories:

- 1. <u>Information Retrieval</u>: To provide or improve access to electronic AIDS- and other health-related information resources by the organization or by the clients they serve and to implement access to state-of-the-art AIDS-related information tools via the Internet. This may require the purchase of hardware (computer equipment), software, or contractual relationships necessary to obtain a connection to the Internet for the purpose of accessing AIDS-related information or sharing AIDS-related information;
- 2. <u>Skills Development</u>: Training to develop skills in accessing or using HIV/AIDS-related information including the use of online databases and general AIDS information resources in order to improve services and benefit the community. This may include training for the staff of the agency, development of training programs for clients and patrons, training programs for other agencies, etc.;
- 3. Resource Development: To support an organization to meet the needs of their clients or communities by developing specific educational or informational materials such as culturally or language specific fact sheets, bibliographies, guides or other products; and/ or
- 4. <u>Document Access</u>: Access to HIV/AIDS-related documents and other types of health information. This may include the development of connections with local health sciences libraries to obtain use of their collections, to procure interlibrary loan services, etc.

NLM is particularly interested in involving the affected community in the development of these new programs. Emphasis will be placed upon small businesses and the following types of organizations or arrangements for developing these programs:

- 1. Community-based organizations (CBO) or patient advocacy groups currently providing AIDS-related services to the affected community. This encompasses both individual groups wishing to enhance their own services, as well as several cooperating for the purpose of this project;
- 2. Public Libraries wishing to serve their communities in the provision of AIDS-related information and resources:
- 3. Health departments or other local, municipal, or state agencies working to improve the public health;
- 4. Faith-based organizations currently providing AIDS-related services to the affected community; and/or
- Multi-type consortia of the above listed organizations that may be in existence or formed specifically for this project. This consortium should include at least one of the groups listed above in the management of the project, but may include other types of agencies, such as health sciences libraries, that may be able to provide expertise and resources for the project. Where necessary, formation of consortia for the purpose of carrying out an NLM-supported project is strongly encouraged.

#### C. AWARDS

NLM offers two categories of awards:

- 1. Standard award with a maximum value of \$60,000. A full, detailed proposal must be submitted. The award may be for a new project or the continuation or expansion of a project previously funded by NLM.
- 2. Express award with a maximum value of \$10,000. An application for NLM AIDS Community Outreach Project Express Award must be submitted. An express award may be for a new project or for the continuation or expansion of a project previously funded by NLM.

The Standard and Express categories will be technically evaluated by separate review panels. NLM anticipates making multiple awards in each category depending upon the number and quality of proposals received. NLM anticipates making the following number of awards:

Category 1 – Standard award: 2 - 8 awards Category 2 – Express award: 5 - 30 awards

#### D. PERIOD OF PERFORMANCE

The period of performance shall be up to twenty-four (24) months from the date the project begins. Awards will be made no later than September 28, 2007.

#### E. REPORTING REQUIREMENTS

During the course of the project, the contractor shall prepare and submit the following reports:

#### STANDARD AWARD

- 1. Quarterly Reports: Include a narrative description of the activities during the reporting period and the activities planned for the ensuing reporting period. As a minimum, this report shall include progress toward the major objectives of the project and any problems encountered and steps taken to resolve them.
- 2. <u>Final Report</u>: Include a narrative summary of the project's accomplishments; copies of all materials developed as part of the project; any evaluation and measurable impact upon the community targeted. The final report shall be submitted on or before the tenth day after the end of the performance period and be submitted in the format contained in Attachment No. 11: Final Report.

#### **EXPRESS AWARD**

1. <u>Mid-project Report</u>: After twelve months or half way through the project, a narrative report shall be submitted to NLM. This report shall include a description of the progress made toward achieving the major objectives of the project and any problems encountered as well as steps taken to resolve them.

2. <u>Final Report</u>: Include a narrative summary of the project's accomplishments; copies of all materials developed as part of the project; any evaluation and measurable impact upon the community targeted. The final report shall be submitted on or before the tenth day after the end of the performance period and be submitted in the format contained in Attachment No 11: Final Report.

#### F. EVALUATION: EXPRESS & STANDARD AWARDS

NLM anticipates performing an overall evaluation of the effectiveness of this procurement. All contractors are required to participate fully in this evaluation. The evaluation may take one or more of the following forms: a site visit by an NLM representative, written or verbal responses to NLM inquiries, a symposium held at NLM or other sites which will require presentations and discussions by the project directors, and others to be determined later.

#### G. <u>DELIVERABLES</u>

THE FOLLOWING SECTIONS OF DELIVERY/REPORTING SCHEDULE AND GOVERNMENT PROPERTY WILL TAKE EFFECT UPON AWARD OF THE PURCHASE ORDER

### \*\*\*\*REPORTING SCHEDULE WILL BE COMPLETED UPON AWARD OF THE PURCHASE ORDER\*\*\*\*

1. After the award date, the Contractor shall deliver the following items to the Contracting Officer or the duly authorized representative in accordance with the delivery schedule set forth below:

Item	Description	Reporting Period	Delivery Date
(aa)	Materials developed as a result of the project		
(bb)	Demonstration and copy of any software developed to improve access to HIV/AIDS- related information		
(dd)	Final Report with completed matrices		
(ee)	NLM Evaluation		

(ff) Publicity received by the project in any media such as newspapers, local television news, newsletters, etc.

(gg) Pictures or

photographs of project activities or personnel involved in the project along with releases permitting NLM to use these pictures in reports, on the web or in other NLM materials

#### 2. Copies of Reports

Copies of the above items shall be addressed and delivered to the following individuals in the quantities specified below:

Report	# of Copies	Addressee
Quarterly Reports Final Report	1 2	NAMED AT TIME OF AWARD Project Officer National Library of Medicine 6707 Democracy Blvd., Suite 510 Bethesda, Maryland 20892-5467
Final Report	1	Robin Hope-Williams Contracting Officer Office of Acquisitions Management National Library of Medicine 8600 Rockville Pike Building 38A, Room B1N20 Bethesda, Maryland 20894

#### H. GOVERNMENT PROPERTY

1. After the contract is awarded, the Contractor shall furnish to the Contracting Officer or his/her representative, price quotations from three (3) individual small businesses for any equipment to be purchased as a part of the contract. The Contractor shall also furnish any justifications to document why a particular brand of equipment was selected. Upon receipt of the three (3) price quotations the Contracting Officer shall submit to the Contractor his/her approval of the equipment purchase in writing. The Government will not approve advance purchase of equipment.

#### 2. Contractor-Acquired Government Property

#### a. FOR EDUCATIONAL OR NON-PROFIT INSTITUTIONS.

Pursuant to the FAR Clause 52.245-2, GOVERNMENT PROPERTY with Alternate II (Jul. 1985), incorporated in this purchase order as Attachment 1, The contractor is hereby authorized to acquire the property for use in direct performance of the purchase order, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition. This purchase order is with an educational or nonprofit institution whose primary purpose in the conduct of scientific research. Therefore, in accordance with the Clause, GOVERNMENT PROPERTY, title to equipment shall vest in the Contractor; The Government reserves the right to direct transfer of the title to the equipment to the Government or to a third party within twelve months after completion or termination of the purchase order. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor.

#### b. FOR COMMERCIAL OR FOR PROFIT INSTITUTIONS

Pursuant to the FAR Clause 52.245-2 GOVERNMENT PROPERTY, incorporated in this purchase order as Attachment 1, the Contractor will be authorized to acquire the property for use in direct performance of the purchase order, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition.

#### FAR Clause 52.213-4, Terms and Conditions--Simplified Acquisitions

(Other Than Commercial Items) (September 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
  - (1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3 **Convict Labor** (June 2003) (E.O. 11755).

- (ii) 52.222-21 **Prohibition of Segregated Facilities** (Feb 1999) (E.O. 11246).
- (iii) 52.222-26 **Equal Opportunity** (Apr 2002) (E.O. 11246).
- (iv) 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3 **Protest After Award** (Aug 1996) (31 U.S.C. 3553).

- (vi) 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)(Pub.L. 108-77, 108-78)
- (2) Listed below are additional clauses that apply:

(i) 52.232-1 **Payments** (Apr 1984).

(ii) 52.232-8 Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11 **Extras** (Apr 1984).

(iv) 52.232-25 Prompt Payment (Oct 2003).

(v) 52.233-1 **Disputes** (Jul 2002).

(vi) 52.244-6 Subcontracts for Commercial Items (Sep 2006).

- (vii) 52.253-1 Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, when the applicable circumstances apply:
  - (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2006)(E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
    - (ii) 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
    - (iii) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
    - (iv) 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
    - (v) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
    - (vi) 52.222-41 Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
    - (vii) 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

- (viii) 52.225-1 **Buy American Act-Supplies** (June 2003) (41 U.S.C. 10a-10d) Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.
- (ix) 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34

  Payment by Electronic Funds Transfer-Other than Central Contractor
  Registration (May 1999).(Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
  - (i) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).
    - (iii) 52.211-17 **Delivery of Excess Quantities** (Sept 1989) (Applies to fixed-price supply contracts).
    - (iii) 52.247-29 **F.o.b. Origin** (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
    - (iv) 52.247-34 **F.o.b. Destination** (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

- (c) FAR 52.252-2, **Clauses Incorporated by Reference** (FEB 1998). This contract incorporates one or more FAR or HHSAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of FAR clauses may be accessed electronically at this address: <a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a>.
- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) **Termination for the Government's convenience**. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) **Termination for cause**. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (End of Clause)
- (i) The Contractor shall comply with the following additional Federal Acquisition Regulation (FAR) Clauses, incorporated by reference, when the applicable circumstances apply. Each reference includes abbreviated information on when the clause applies, and full prescription information is included in the FAR or HHSAR.:

52.207-5	Option to Purchase Equipment (Feb 95) (applicable in contracts involving lease with option to purchase.)	52.222-42 <b>Statement of Equivalent Hires</b> (May 89) (applicable for orders > \$2,500 under the Service Contract Act.) The following class(es) of service personnel are expected to
52.208-8	Required Sources for Helium and Helium Usage Data (Apr 02) (applicable in contracts involving a major helium requirement.)	be employed under this order at the listed wage and fringe benefit rates:
52.208-9	Contractor Use of Mandatory Sources of Supply (Jul 04) (applicable when contractor will provide supplies for Government's use.)	52.223-3 Hazardous Material Identification and Material Safety Data (Jan 97), Alternate I (Jul 95) (Applicable to orders involving hazardous materials) (Offeror must
52.211-5	<b>New Material</b> (Aug 00)(Applicable to supply contracts)	include listing of materials before or at time of award.)  52.223-6 <b>Drug-Free Workplace</b> (May 01) (Applicable to orders
52.211-16	Variation in Quantity (Apr 84) (The permissible variations for all items are "0" unless otherwise stated in the schedule.)	with individuals) 52.223-7 Notification of Radioactive Materials (Jan 97) (The contractor shall notify the Contracting Officer
52.213-2	<b>Invoices</b> (Apr 84) (For subscriptions and similar requirements where advance payment is authorized.)	days prior to delivery of or completion of work as specified within this clause.)
52.213-3	Notice to Supplier (Apr 84) (Applicable to unpriced purchase orders.)	52.223-10 <b>Waste Reduction Program</b> (Aug 00) (applicable for contractor operation of Government owned or leased facilities.)
52.219-6	Notice of Total Small Business Set-Aside (Jun 03) (Applicable to total small business	52.223-11 Ozone-Depleting Substances (May 01) (The contractor shall label products with a WARNING

set-asides > \$2,500.)

indicating the specific substance contained in the

product being furnished as specified within this clause.)

- 52.223-12 Refrigeration Equipment and Air Conditioners (May 95)
- 52.224-1 **Privacy Act Notification** (Apr 84)(applicable when the design, development or operation of a system of records on individuals is required)
- 52.224-2 **Privacy Act** (Apr 84) (applicable when the design, development or operation of a system of records on individuals is required)
- 52.225-3 Buy-American Act--Free Trade Agreements--Israeli Trade Act (Jan 05) (Over \$25,000 and not set aside for small business, not foreign, not R&D. For other exemptions see FAR 25.401 & 25.406) Alternate I (Jan 04) (applicable if exceeds \$25,000 but is less than \$50,000) Alternate II (Jan 04) (applicable if \$50,000 or more but less than \$54,372.)
- 52.227-14 Rights in Data--General (Jun 87)
- 52.227-17 **Rights in Data--Special Works** (Jun 87) (applicable when contract will compile data for the Government's internal use.)
- 52.227-18 **Rights in Data--Existing Works** (Jun 87) (applicable when contracting exclusively for, without modification, existing audiovisual and similar work.
- 52.227-19 Commercial Computer Software--Restricted Rights (Jun 87) (applicable to orders for existing computer software, excluding GSA multiple award schedule contracts.)
- 52.232-23 Assignment of Claims (Jan 86)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 84) (Applicable to work performed at a Government site.)
- 52.237-3 Continuity of Services (Jan 91)
- 52.237-7 Indemnification and Medical Liability Insurance
  (Jan 97) (For nonpersonal/professional service contracts for medical/health care services)
- 52.239-1 Privacy or Security Safeguards (Aug 96) (applicable for contracts for information technology which require security of information including the design, development, or operation of a system of records using commercial information technology.)
- 52.242-10 **F.o.b. Origin--Government Bills of Lading or Prepaid Postage** (Apr 84) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or prepaid postage.)

- 52.242-11 **F.o.b. Origin--Government Bills of Lading or Indicia Mail** (Feb 93) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or indicia mail, when indicia mail has been authorized.)
- 52.242-15 **Stop Work Order** (Aug 89) (applicable when contracting by negotiation.)
- 52.242-17 Government Delay of Work (Apr 84)
- 52.243-1 Changes--Fixed Price (Aug 87) (for supplies);
  Alternate I (Apr 84) (for services other than architectengineer or other professional services);
  Alternate II (Apr 84) (for services with supplies);
  Alternate III (Apr 84) (for professional services);
  Alternate IV (Apr 84) (for transportation services);
  Alternate V (Apr 84) (for R&D)
- 52.243-6 **Change Order Accounting** (Apr 84) (applicable for supply and Research and Development contracts of significant technical complexity.)
- 52.245-1 **Property Records** (Apr 84) (applicable when Government retains administration of Government property furnished to the contractor.)
- 52.245-4 Government Furnished Property (Short Form) (Jun 03)
- 52.247-1 **Commercial Bill of Lading Notations** (Apr 84) (applicable when delivery terms will be f.o.b. origin)
- 52.247-32 **F.o.b. Origin Freight Prepaid** (Feb 2006) (when delivery term is specified as F.O.B. Origin, freight prepaid)
- 52.247-35 **F.o.b. Destination with Consignee's Premises**(Apr 84) (when delivery term is specified as F.O.B. Destination within consignee's premises)
- 52.247-65 F.o.b. Origin Prepaid Freight Small Package Shipments (Jan 91) (when delivery term is specified as F.O.B. origin and the Contracting Officer specifically references this clause in the purchase order)
- 52.247-66 **Returnable Cylinders** (May 94) (applicable when order involves the purchase of gas in contractor furnished cylinders) (Cylinders will be loaned to the Government at no charge for \_\_\_\_ days. After that the Government will pay rental of \$\_\_\_\_/day/cylinder as specified in this clause.)
- 52.251-1 Government Supply Sources (Apr 84)
- (j) The Contractor shall comply with the following Department of Health and Human Services Acquisition Regulation/Public Health Service Acquisition Regulation (HHSAR/PHSAR) (48 CFR CHAPTER 3) Clauses, incorporated by reference, when the applicable circumstances apply:
  - HHS 352.223-70 Safety and Health (Jan 01) (applicable to HHS 352.270-6 Publication and Publicity (Jul 91) services involving hazardous materials or (applicable to all contracts.) operations) Paperwork Reduction Act (Jan 01) HHS 352.270-7 HHS 352.224-70 Confidentiality of Information (Mar 05) (applicable to all contracts.) (applicable when contracting officer HHS 352.270-8 Protection of Human Subjects (Mar 05) specifies its use.) (applicable when human subjects will be HHS 352.270-1 Accessibility of Meetings, Conferences used as research subjects) and Seminars to Persons with Care of Live Vertebrate Animals (Mar 05) HHS 352.270-9 Disabilities (Jan 01) (applicable when (Applicable to services involving live vertebrate animals.) contractor will conduct meetings, conferences, or seminars open to the public
- (k) The Offeror shall comply with the following Federal Acquisition Regulation (FAR) and Department of Health and Human Services Acquisition Regulation (HHSAR) provisions, incorporated by reference, when the applicable circumstances apply:
  - 52.214-34 Submission of Offers in the English Language (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)

or DHHS employees.)

52.214-35 **Submission of Offers in U.S. Currency** (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)

52.223-4	Recovered Material Certification (Oct 97) (Certification established by order acceptance.)	HHS 352.270-8	Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects (Jan 01)
52.237-1	<b>Site Visit</b> (Apr 84) (applicable for services to be performed on Government installations.)	HHS 352.270-9	Notice to Offerors of Requirement for Adequate Assurance of Protection Of
			Vertebrate Animal Subjects (Sep 85)
		HHS 352.333-7001	Choice of Law (Overseas) (Mar 05)

#### **Invoice and Payment Provisions**

The following clause is applicable to all purchase orders: **Prompt Payment** (Oct 2003) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

#### I. Invoice Requirements

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 9, below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
  - 1. Name and Address of the Contractor.
  - 2. Invoice date.
  - 3. Contract/Purchase Order number.
  - Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms.)
  - 6. Name and complete mailing address where payment is to be sent.
  - Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
  - Any other information or documentation required by the purchase order (such as evidence of shipment).
  - Invoice identification number. (Optional but strongly encouraged.)
- B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.
- C. Mail an original and one copy of the itemized invoice to:

National Institutes of Health OFM, Commercial Accounts Room 4B-432 2115 East Jefferson St. MSC 8500 Bethesda, MD 20892-8500 For inquiries regarding payment call:

Chief, Accounts Payable Section, OFM, APB (301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

#### II. Invoice Payment

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
  - 1. The 30th day after the designated billing office has received a proper invoice.
  - 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

#### **III. Interest Penalties**

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
  - A proper invoice was received by the designated billing office.
  - A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with an term or condition.
  - In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

#### YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

<u>Services Involving the Use of Information Technology</u> (applicable when acquiring services involving the use of computer items in the performance of the requirement.)

#### YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

Noncommercial Supply Items Warranty (applicable when acquiring custom computer items (e.g., hardware, software and systems) and the requirement will not continue to exist after December 31, 1999.)

#### YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

- 1 / 1 / 2000 OO IIII
(end of clause)

Commercial Supply Products Warranty (applicable when acquiring Year 2000 Compliant Software, Hardware and Systems comprised of COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS and the requirement will not continue to exist after December 31, 1999.)

#### YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS	
(end of clause)	

**Energy Star Requirements** (Applicable for direct acquisitions of energy-using products or services (including design, construction, renovation or maintenance of a public building) involving the provision of energy-using products.)

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <a href="http://www.energystar.gov/">http://www.energystar.gov/</a>
For more information about FEMP see <a href="http://www.eere.energy.gov/">http://www.eere.energy.gov/</a>

#### **ATTACHMENT NO. 3**

# ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER (Revised: April 2, 2007)

PROJECT TITLE: AIDS Community Information Outreach Project 2007 (Express Award)

#### A. ADDENDUM

#### 1. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the Purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." All items will be delivered to the Division of Specialized Information Services (SIS), National Library of Medicine/NIH, 6707 Democracy Blvd., Suite 510, Bethesda, Maryland 20892-5467. The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **Division of Specialized Information Services (SIS), National Library of Medicine/NIH, 6707 Democracy Blvd., Suite 510, Bethesda, Maryland 20892-5467.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

# 2. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the special shipping/handling charges and shall bill for them as a separate line item.

#### 3. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Purchase Order Number: 467-MZ-701XXX Division of Specialized Information Services (SIS) National Library of Medicine/NIH 6707 Democracy Blvd., Suite 510 Bethesda, MD 20892-5467

# 4. All shipments/deliveries/services under this purchase order shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- a. Name of Vendor
- b. Purchase Order Number
- c. Date of Purchase
- d. Itemized List of Supplies or Services
- e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
- f. Date of Delivery or Shipment
- g. Name, Building and Room Number of Person Placing Order
- h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

#### 5. REPORTING REQUIREMENTS

During the course of the project, the organization shall prepare and submit the following reports:

- 1. <u>Mid-Project Report</u>: After twelve months or half way through the project, a narrative report shall be submitted to NLM. This report shall include a narrative description of the activities during the reporting period and the activities planned for the ensuing reporting period. As a minimum, this report shall include progress toward the major objectives of the project and any problems encountered and steps taken to resolve them.
- 2. <u>Final Report</u>: The final report shall be submitted on or before the tenth day after the end of the performance period. The final report format is included in the Attachment.

Copies of the above items shall be addressed and delivered to the following individuals in the quantities specified below:

Report	# of Copies	Addressee	
Quarterly Reports Final Report	1 2	To Be Determined at Time of Award National Library of Medicine 6707 Democracy Blvd., Suite 510 Bethesda, Maryland 20892-5467	
Final Report	1	Robin Hope-Williams National Library of Medicine Office of Acquisitions Management 8600 Rockville Pike, Bldg. 38A, Rm. B1N20	
		Rockville, MD 20894	

<sup>\*\*</sup>Quarterly Reports and Final Reports submitted must include a purchase order number (i.e. 467-MZ-701XXX) \*\*

#### 6. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

#### 7. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) Administrative Data Base (ADB) System by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

#### 8. BILLING INSTRUCTIONS

The vendor shall submit an original invoice and one (1) copy. Invoices may be submitted bimonthly or monthly, however, invoices shall <u>not</u> be submitted until goods have been delivered or services performed.

The vendor's <u>billing name and Employer's Federal Identification Number (EIN) must agree with the vendor's name and EIN on the purchase order</u>. Invoices from vendors other than the vendor listed in block 8 of the purchase order, will not be paid.

#### Mail all Original Invoices Directly to:

OFM, Commercial Accounts, Room 4B-432 National Institutes of Health 2115 East Jefferson St., MSC 8500 Bethesda, MD 20892-8500

#### In addition please forward a copy of each invoice to the:

Division of Specialized Information Services (SIS) National Library of Medicine/NIH 6707 Democracy Blvd., Suite 510 Bethesda, MD 20892-5467

Attn: To Be Determined At Time of Award

Inquiries relating to payment may be directed to:

Chief, Accounts Payable Section, OFM, APB Telephone: (301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

#### 9. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (JUN 1997) is supplemented with the following:

- a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

#### 10. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid order number consists of a three (3) digit number, two (2) alpha characters and a six (6) digit number (e.g. 467-MZ-7XXXXX).

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).

#### 11. PROJECT OFFICER

The following Project Officer will represent the Government for the purpose of this purchase order:

#### To Be Determined at Time of Award

The Project Officer is responsible for: (1) monitoring technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this delivery order; or (5) otherwise change any terms and conditions of this delivery order.

The Government may unilaterally change its Project Officer designation.

### 12. EQUIPMENT PURCHASES

Projects involving the purchase of computer equipment should submit the following information to the NLM Office of Acquisitions Management:

- Price Quotes: Three price quotes from 3 different vendors for the selected computer item.
- Memo: The Memo shall state the selection of the vendor and item, including justification for the selection.

Mail the correspondence to: Robin Hope-Williams

Office of Acquisitions

National Library of Medicine/NIH

Building 38A, Rm. B1N20

8600 Rockville Pike Rockville, MD 20894

The Contracting Officer will provide written authorization for purchase of computer equipment, upon satisfactory review of your request.

#### ATTACHMENT NO. 3A

# ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER (Revised: April 2, 2007)

PROJECT TITLE: AIDS Community Information Outreach Project 2007 (Standard Award)

#### A. ADDENDUM

#### 1. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the Purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." All items will be delivered to the Division of Specialized Information Services (SIS), National Library of Medicine/NIH, 6707 Democracy Blvd., Suite 510, Bethesda, Maryland 20892-5467. The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **Division of Specialized Information Services (SIS), National Library of Medicine/NIH, 6707 Democracy Blvd., Suite 510, Bethesda, Maryland 20892-5467.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

# 2. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the special shipping/handling charges and shall bill for them as a separate line item.

#### 3. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Purchase Order Number: 467-MZ-701XXX Division of Specialized Information Services (SIS) National Library of Medicine/NIH 6707 Democracy Blvd., Suite 510 Bethesda, MD 20892-5467

# 4. All shipments/deliveries/services under this purchase order shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- a. Name of Vendor
- b. Purchase Order Number
- c. Date of Purchase
- d. Itemized List of Supplies or Services
- e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
- f. Date of Delivery or Shipment
- g. Name, Building and Room Number of Person Placing Order
- h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

#### 5. REPORTING REQUIREMENTS

During the course of the project, the organization shall prepare and submit the following reports:

- 1. Quarterly Reports: Include a narrative description of the activities during the reporting period and the activities planned for the ensuing reporting period. As a minimum, this report shall include progress toward the major objectives of the project and any problems encountered and steps taken to resolve them. Quarterly reports should be submitted every 3-4 months (ex. Oct-Dec, Jan-Mar, April-June, and July-Sept).
- 2. <u>Final Report</u>: The final report shall be submitted on or before the tenth day after the end of the performance period. (A sample copy of the final report format is attached).

Copies of the above items shall be addressed and delivered to the following individuals in the quantities specified below:

Report	# of Copies	Addressee
Quarterly Reports	1 2	To Be Determined at Time of Award
Final Report	2	Division of Specialized Information Services (SIS) National Library of Medicine/NIH 6707 Democracy Blvd., Suite 510 Bethesda, Maryland 20892-5467
Final Report	1	Robin Hope-Williams Office of Acquisitions National Library of Medicine/NIH Building 38A, Rm. B1N20 8600 Rockville Pike Rockville, MD 20894

<sup>\*\*</sup>Quarterly Reports and Final Reports submitted must include a purchase order number (i.e. 467-MZ-701XXX) \*\*

#### 6. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

#### 6. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) Administrative Data Base (ADB) System by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

#### 7. BILLING INSTRUCTIONS

The vendor shall submit an original invoice and one (1) copy. Invoices may be submitted bimonthly or monthly, however, invoices shall **not** be submitted until goods have been delivered or services performed.

The vendor's <u>billing name and Employer's Federal Identification Number (EIN) must agree with the vendor's name and EIN on the purchase order</u>. Invoices from vendors other than the vendor listed in block 8 of the purchase order, will not be paid.

#### Mail all Original Invoices Directly to:

OFM, Commercial Accounts, Room 4B-432 National Institutes of Health 2115 East Jefferson St., MSC 8500 Bethesda, MD 20892-8500

#### <u>In addition please forward a copy of each invoice to the:</u>

Division of Specialized Information Services (SIS) National Library of Medicine/NIH 6707 Democracy Blvd., Suite 510 Bethesda, MD 20892-5467

Attn: To Be Determined at Time of Award

Inquiries relating to payment may be directed to:

Chief, Accounts Payable Section, OFM, APB Telephone: (301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

#### 8. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (JUN 1997) is supplemented with the following:

- a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

#### 9. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid order number consists of a three (3) digit number, two (2) alpha characters and a six (6) digit number (e.g. 467-MZ-701XXX).

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).

#### 10. PROJECT OFFICER

The following Project Officer will represent the Government for the purpose of this purchase order:

#### To Be Determined At Time of Award

The Project Officer is responsible for: (1) monitoring technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this delivery order; or (5) otherwise change any terms and conditions of this delivery order.

The Government may unilaterally change its Project Officer designation.

#### 11. EQUIPMENT PURCHASES

Projects involving the purchase of computer equipment should submit the following information to the NLM Office of Acquisitions Management:

- Price Quotes: Three price quotes from 3 different vendors for the selected computer item.
- Memo: The Memo shall state the selection of the vendor and item, including justification for the selection.

Mail the correspondence to: Robin Hope-Williams

Office of Acquisitions

National Library of Medicine/NIH

Building 38A, Rm. B1N20

8600 Rockville Pike Rockville, MD 20894

The Contracting Officer will provide written authorization for purchase of computer equipment, upon satisfactory review of your request.

# AIDS COMMUNITY INFORMATION OUTREACH PROJECT 2007 STANDARD AWARD COVER SHEET

STANDARD AWARD COVER SHEET
TITLE OF PROPOSED PROJECT:
NAME, ADDRESS, PHONE & FAX NUMBER OF SUBMITTING ORGANIZATION:
NAME/PHONE AND E-MAIL of CONTACT PERSONS:
DUNS NUMBER:
NAME, ADDRESS, AND PHONE NUMBER OF PARTNER ORGANIZATION(S):
BRIEF SUMMARY OF PROJECT (250 – 400 words):
Name and Trial and December And Land and And Company of the Compan
Name and Title of Person Authorized to Sign Quotation:
Signature of Person Authorized to Sign Quotation:
NOTE: An official authorized to negotiate and contractually bind your organization must sign your quotation.

### AIDS COMMUNITY INFORMATION OUTREACH PROJECT 2007

EXPRESS AWARD COVER SHEET
TITLE OF PROPOSED PROJECT:
NAME, ADDRESS, PHONE AND FAX NUMBERS OF SUBMITTING ORGANIZATION:
DUNS NUMBER:
NAME, PHONE NUMBER AND E-MAIL OF CONTACT PERSONS:
NAME, ADDRESS AND PHONE NUMBER OF PARTNER ORGANIZATION(S):
BRIEF SUMMARY OF PROJECT (250 words):
Name and Title of Person Authorized to Sign Quotation:

NOTE: An official authorized to negotiate and contractually bind your organization must sign your quotation.

**Signature of Person Authorized to Sign Quotation:** 

### **AIDS Community Information Outreach Project 2007**

#### SERVICES MATRIX:

Services	Methods	Timeframe	Measures	Evaluation Methods

#### TARGET COMMUNITIES MATRIX:

Target Community	Methods	Timeframe	Measures	Evaluation Methods

PARTNERS MATRIX:

Partners	Methods	Timeframe	Measures	Evaluation Methods

### EXAMPLE SERVICES MATRIX:

Services	Methods	Timeframe	Measures	Evaluation Methods
Develop a collection of consumer-oriented materials related to HIV/AIDS and a bibliography describing key resources	Identify materials; Acquire materials; Create two bibliographies	First round - Oct. 1995; Second round - Feb. 1996	Collection funds expended; Adequacy of the collection; Comparison of collection vs. questions asked	Comparison of use log with collection
Develop electronic collection	CD-ROM; Home page; Install and setup machines; Documentation	May 1996	Resources identified; Access provided; Comparison of resources with use	Completion of tasks; Assess use of different electronic resources
Raise level of awareness of Info Ctr services with HIV/AIDS organizations and with individuals in the county	Create brochure; Identify target groups; Make contacts	March 1996; March 1996; April 1996	Development and use of mailing lists; Development and distribution of fact sheets and brochures; County-wide awareness levels; Referrals by organizations	Completion of tasks
Provide print and electronic information to HIV/AIDS affected populations	Info Ctr service	Ongoing	Availability of all services; Number of users; Type of info provided; Satisfaction; Use of in-house/electronic ILL; ILLs accomplished; ILL delivery time	Use log; User survey; GM user survey; ILL & GM counts
Train library staff, staff of related organizations and users in accessing electronic HIV/AIDS info	Public tutorials; Staff training; Tours	April 1996; Started in Jan. 1996; Started in Jan. 1996 Ongoing	Training program developed; Number of training sessions held; Number trained; Evaluation of training	Completion of tasks; Counts
Provide programs on HIV/AIDS related topics		Quarterly	Number of programs held; Attendance; Later use of services	Completion of tasks; Counts

#### **Matrix Instructions**

Use the matrices to provide an overview of your project in terms of the services you will provide, the population groups that you will reach, and the partner organizations. The matrices will provide NLM with summary information on how you plan to carry out and evaluate your project. Use as many rows as necessary to describe the project. You may be able to reduce the amount of narrative text through the effective use of the summary matrices.

#### Services matrix:

The first column should indicate the major services proposed (i.e. collection development, promotion, training, Grateful Med access, Internet access, or programming). An example service might be to train library staff, staff of related organizations and users in accessing electronic HIV/AIDS information. Under the methods columns, indicate the tasks that need to be performed in order to plan and execute the service (i.e. develop training module). In the timeframe column, indicate when tasks will be carried out.

The last two columns of the matrix should reflect your plans for evaluating the project. NLM is interested in two general types of evaluation related to services:

- 1. Did you complete the tasks as planned?
- 2. Were the services used?
- 3. What factors contributed to success or failure in carrying out the tasks?

In most cases, the method for evaluating whether or not a task was completed is simply to record whether it was completed or not. Questions 2 and 3 are likely to require such evaluation methods as tallies or counts of activities and the reflections of people involved in the project to address how well particular approaches worked. An elaborate evaluation plan is not required. Focus on the questions that you think are key to understanding your project.

#### Target community matrix:

The first column should focus on the particular groups to which services will be provided (i.e. affected individuals within our county, or staff and clients of county prevention programs and services, etc). Create separate rows of the target community matrix for groups that will be provided different services. In general, complete the columns of the target community matrix in the same way as the service matrix. The last two columns are evaluation-related and focus on awareness and use of the project's services by the target community. Where possible, the columns also address the effects of the services on users. Among the evaluation methods to consider are tallies or counts of services used and some sort of user survey in which you determine whether or not users were satisfied with the service they received and found the information useful.

#### Partners matrix:

The first column of the partners matrix should indicate the different groups with which you will work to carry out your project (i.e. particular community-based organizations, government units, or libraries). In the methods column, indicate activities that will be carried out both jointly (e.g. joint development of a training session) and separately (e.g. the library will distribute brochures). In addition to completing the specified tasks, an evaluation method that you might find useful for partnership activities is a phone call or visit to the partner at the end of the project to obtain their assessment of both the project and the partnership.

### **AIDS Community Information Outreach Project 2007**

# STANDARD AWARD [NAME OF ORGANIZATION] [NAME OF PROJECT]

### **Information Access Categories**

Type of Activity	Check if Applicable	Comments
Information Retrieval (Internet access, purchase of computer hardware and software, etc.)		
Skills Development		
(Training of clients, staff, general public, etc.)		
Document Access (Interlibrary loan, purchase books, etc.)		
Resource Development (Development of fact sheets, brochures, databases, etc.)		

# STANDARD AWARD [NAME OF ORGANIZATION] [NAME OF PROJECT]

## **Type of Organization(s) Involved in Project**

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other – Specify			

# STANDARD AWARD [NAME OF ORGANIZATION] [NAME OF PROJECT]

## **Target Populations (Check all that apply)**

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
All Types		
Dentists		
Nurses		
Physicians		
Health Services Researchers		
Health Professions Students		
Pharmacists		
Public Health Workforce		
OTHER – Please specify		

Populations	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		

#### STANDARD AWARD

## National Library of Medicine (NLM) AIDS Community Information Outreach Project 2007

#### **Checklist for Submission**

This checklist is intended to help you. It is not a requirement nor does it need to be included in the proposal.

	Cover sheet with:		
	Title of Project		
	Name of Proposing Organization		
	DUN Number		
	Contact Information (technical and administrative, if different)		
	One paragraph abstract/summary		
	Proposal Category (Standard or Express)		
Sta	tement of Work		
Resumes/CVs of proposed personnel OR Position descriptions with job requirements for empty positions			
Let	ters of commitment from formal partners		
Let	ters of support from community or other relevant groups		
Ma	trices and other forms		
	cuments that show evidence of relevant experience such as samples of training materials reloped, web sites, promotional materials.		

#### **Components of Statement of Work**

**Goal(s)** – Describe in detail the goals of the project and how the requested funds will help accomplish them. A goal is a broad statement describing the ultimate benefits that the project will work toward accomplishing by the end a successful project. Information outreach project goals often include improving access and use of health information.

**Objective(s)** – Describe the expected results and benefits for each measurable objective as it relates to the criterion of the RFQ and the goal of the project. There are different kinds of objectives, but they are generally steps required to achieve the stated goals.

**Discussion** – Address the accomplishments of each objective including the outcome(s), the target population, and what resources will be used. It is very important to fully discuss **HOW** you will accomplish each objective. Measurable objectives are the most important part of the entire proposal. For example, if training is a component of the project, make sure that a description of the content of the training is included in the proposal.

**Target Audience** – Describe the target audience(s) including your connection with these groups. Discuss the need for the project that is being proposed for this audience. If you cannot refer to a formal needs assessment, provide other types of supporting documentation including demographic information.

**Personnel** – Describe the people who will be carrying out the project. Who will be responsible and what are their qualifications? Relate their qualifications to the work that will be done. If personnel will be hired to do the work, include the job description and the requirements for the job.

**Evaluation** – Methodology for Measuring Success - Discuss how you will know whether your project is a success. Describe what the project will accomplish and *how* you will measure the progress made. Some relevant examples of evaluation tools include: conducting pre and post tests for training activities, assessing how frequently someone uses a new tool, and measuring change in the number of hits to a web site after a promotional activity.

#### Helpful Hints Comments from previous review groups

- The statement of work should be clear, concise and reasonably comprehensive. You should assume that the reviewers do not know about you or your organization and you should tell them clearly what you propose to do and how you will do it. You should be able to state this in no more than ten pages.
- Letters of support or commitment should be individualized and not appear as form letters simply signed by the sender. Letters of commitment should state specifically what each partner will do what their responsibilities are what their contribution will be. Support from local community representatives and potential users is viewed favorably and letters from relevant organizations is helpful (e.g., health department, churches, clinics, service organizations)
- The reviewers do not look favorably on a proposal to develop "yet another AIDS-related web site." If you propose a web site as a significant part of your project, you should include substantive discussion about why this is important. For example, is there something unique about what you are doing providing access to a unique and useful local resource, developing a web site in another language or for a specific culture not otherwise available.
- CONTENT CONTENT: Make sure that you include a discussion of content. If you are developing materials make sure to include discussion about the content and make sure that the people doing the work are qualified. For example, if you are developing a web site that, among other things, will include web links you should discuss how those links will be selected (selection criteria are useful).
- Do not include <u>excessive</u> information or <u>excessive</u> supporting documentation. Include only information and documentation directly relevant to this project and proposal.

#### Cost Breakdown

#### RFQ No. NLM-07-074/RHW: AIDS Community Information Outreach Project 2007

Organization:	Date Submitted:			
Period Covered	d:			
EXPENDITURE CATEGORY			ESTIMATED COST	
DIRECT LABOR	ESTIMATED RATE/HOURS	ESTIMATED COST		
PROFESSIONAL PERSONNEL				
SUPPORT PERSONNEL				
FRINGE BENEFITS				
EQUIPMENT				
SUPPLIES				
TRAVEL				
COMMUNICATIONS				
REPRODUCTION				
OTHER COSTS (SPECIFY)				
CONSULTANTS				
DOCUMENT DELIVERY				
TOTAL DIRECT COST				
[MODIFIED TOTAL DIRECT COST]				
OVERHEAD/IDC (%)				
TOTAL				
Does your organization currently have a negotiated indirect cost rate agreement with any U.S. Government agency? ☐ Yes ☐ No (If Yes, please identify agency)				
Will you require the purchase of equipment in the performance of this proposed contract? □ Yes □ No				
Do you now hold any contract for the sar other government agency? ☐ Yes ☐ N	Do you now hold any contract for the same or similar work called for by this proposed solicitation with any other government agency? $\Box$ Yes $\Box$ No (If yes, please identify contract and agency			
)				

- If travel is proposed, provide statement addressing the following details on destination(s); duration of trip(s); number of travelers; and cost per trip, broken down by cost elements, e.g., airfare, lodging, and meals.
- If consultants are proposed, provide name(s), rate(s), and number of hours/days.

**NOTE:** The above categories are examples only and are not meant to be all-inclusive.

#### RFQ No. NLM-07-074/RHW

## Application for NLM AIDS Community Information Outreach Project 2007

#### **Express Award**

- 1. Name of project.
- 2. Name of organization requesting funding.
- 3. Contact information for organization requesting funding (include street, city, state, zip code, county, Congressional district, telephone number, fax number, email address, website URL and DUNS number).
- 4. Name, telephone number, and email address of primary contact for project (if different contacts for administrative and program issues, please provide both).
- 5. Name, address, and website URL of any other organization(s) participating in project.
- 6. Indicate types of organizations involved in project:

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community			
Organization			
Health Sciences			
Library			
Public Library			
Other Library			
Clinic/Other			
Healthcare			
Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other - Specify			

- 7. Amount of funding requested (up to \$10,000) Include budget breakdown and justification.
- 8. Goals and objectives of project.
- 9. Target audience for project (check all that apply):

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
All Types		
Dentists		
Nurses		
Physicians		
Health Services Researchers		
Health Professions Students		
Pharmacists		
Public Health Workforce		
OTHER - Please specify		

Populations	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		

10. Indicate which of the following activities will be conducted as part of the project:

Type of Activity	Check if Applicable	Comments
Information Retrieval		
(Internet access, purchase of		
computer hardware and software,		
etc.)		
Skills Development		
(Training of clients, staff, general		
public, etc.)		
Document Access		
(Interlibrary loan, purchase books,		
etc.)		
Resource Development		
(Development of fact sheets,		
brochures, databases, etc.)		

11. Include a brief narrative description of the work	that will be performed as
part of this project – how the objectives of the pro	ject will be achieved
(Attach pages, as necessary).	

- 12. How will you promote your project to the target audience(s)?
- 13. How will you evaluate your project's effect or success? How will you know whether your project is successful?
- 14. List and describe personnel who will carry out the project. Either describe their qualifications in a narrative form including education, training, and experience or attach resumes or CVs. Indicate their role in the project.

#### **FINAL REPORT**

# RFQ. No. NLM-07-074/RHW AIDS Community Information Outreach Project 2007 [NAME OF PROJECT] [NAME OF ORGANIZATION] [PURCHASE ORDER NUMBER]

- 1. Describe your organization.
- Goals and objectives of project.
- 3. Key milestones and dates the objectives were accomplished.
- 4. Did you accomplish your goals? If not, why not? Were there unanticipated accomplishments? What do you consider to be your most significant accomplishments?
- 5. Services developed or expanded (e.g. collection development, online searching, reference services, web access, training, publication, etc.).
- 6. Novel features of the services (if any).
- 7. Quantity and quality of services provided.
- 8. How services were promoted. (Please send NLM copies of all promotional materials developed AND all publicity received such as video clips from TV news reports, articles in newspapers or newsletters, photographs, etc.).
- 9. Effectiveness of promotion.
- 10. Target populations (indicate if different for each service).
- 11. Partnerships/collaborations (originally proposed and others).
- 12. What was accomplished from partnerships and collaborations.
- 13. Problems and barriers encountered.
- 14. Define "Impact" as it relates to HIV/AIDS Information Access.
- 15. Describe examples of how you know there was an impact based on this project.
- Lessons learned.
- 17. Future plans.

## Information Access Categories:

Type of Activity	Check if Applicable	Comments
Information Retrieval		
(Internet access, purchase of		
computer hardware and software,		
etc.)		
Skills Development		
(Training of clients, staff, general		
public, etc.)		
Document Access		
(Interlibrary loan, purchase books,		
etc.)		
Resource Development		
(Development of fact sheets,		
brochures, databases, etc.)		

## Type of Organization(s) Involved in Project:

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community			
Organization			
Health Sciences			
Library			
Public Library			
Other Library			
Clinic/Other			
Healthcare			
Organization			
Health Department			
Hospital			
Faith-Based			
Academic		_	
Other - Specify			

## Target Populations (Check all that apply):

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
All Types		
Dentists		
Nurses		
Physicians		
Health Services Researchers		
Health Professions Students		
Pharmacists		
Public Health Workforce		
OTHER – Please specify		

Populations Served	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		

## RFQ No.: NLM-07-074/RHW AIDS Community Information Outreach Project 2007

#### Frequently Asked Questions

#### (1) Are the AIDS Community Outreach Project 2007 awards grants or contracts?

All awards issued under RFQ. NLM-07-074/RHW, AIDS Community Outreach Project 2007 will be contracts (Purchase Orders).

#### (2) What's the difference between a grant and a contract?

A Federal grant is a financial assistance mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity. A grant is usually used when there is no substantial programmatic involvement with the recipient during performance of the financially assisted activities.

A contract is an award instrument establishing a mutually binding legal relationship between the Government (buyer) and a Contractor/Vendor (seller), obligating the seller to furnish/deliver goods, supplies, or services whose functional and performance qualities are defined in the contract, and the buyer to pay for them. Contract performance is monitored closely to ensure accomplishment of the Statement of Work.

#### (3) What is the difference between an RFP and an RFQ?

The RFQ (Request For Quotation) is the solicitation document used in Simplified Acquisitions procedures to communicate the Government requirements to prospective vendors/contractors. (FAR 13.307) and to solicit quotes from them. A response to a request for quotations is called a quote or quotation. As it is merely a request for information, a quote is not considered an offer that could bind the quoter to a contract if accepted. (FAR 2.101) When an RFQ is used, the Government will issue a purchase order to the successful offeror(s). The vendor then agrees to accept or not accept the purchase order.

The RFP (Request For Proposal) is the solicitation document used in negotiated procurements to communicate Government requirements to prospective contractors and to solicit Proposals from them. A response to an RFP is called a proposal. The proposal is considered an offer from the contractor. When using an RFP, the Government will award a contract to the successful offeror(s).

(4) The solicitation states that the NAICS Code for this requirement is "624190," must my organization be registered under this NAICS code in order to receive an award?

All awardees must be registered in the Central Contractor Registration (CCR) database and should list NAICS Code "624190 Other Individual and Family Services" as an applicable business area. For more information on NAICS Codes, please visit the following website: http://www.census.gov/epcd/www/naics.html.

# (5) The FedBizOpps synopsis states that all responsible offers may submit a quote. What does "responsible" mean?

A "responsible" prospective contractor/vendor means a contractor that meets the standards in FAR 9.104. In accordance with the FAR, to be determined responsible, a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain them:
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Have a satisfactory record of performance, integrity and business ethics;
- Have the necessary technical equipment and facilities or the ability to obtain them; and
- Be qualified and eligible to receive an award under applicable laws and regulations.

#### (6) Does our organization need a DUNS number?

Yes, all vendors need a DUNS number. A DUNS number may be obtained immediately, at no charge, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <a href="https://eupdate.dnb.com/requestoptions/government/ccrreg/">https://eupdate.dnb.com/requestoptions/government/ccrreg/</a>. Please note, a DUNS number is needed to register in the Central Contractor Registry (CCR). D&B DUNS Number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of over 100 million businesses worldwide. A DUNS number enhances the credibility of your business in the marketplace. It enables potential customers and lenders to easily identify and learn about your company.

## (7) Does our organization need to register in the Central Contractor Registry (CCR).

Yes, it is federally mandated that organizations wishing to do business with the federal government under a FAR-based contract must be registered in CCR before being awarded the contract. If you already have a DUNS number, you can register on-line at <a href="http://www.ccr.gov">http://www.ccr.gov</a> by clicking on "Register in CCR." If you need a DUNS number follow the instructions at <a href="http://www.ccr.gov/vendor.aspx">http://www.ccr.gov/vendor.aspx</a>. Further information regarding registration is available in the CCR handbook at <a href="http://www.ccr.gov/handbook.aspx">www.ccr.gov/handbook.aspx</a>. If you experience problems with your registration, please contact the CCR help desk at 888-227-2423. Please note, there is no cost to vendors for registering in CCR. One's CCR registration in no way guarantees winning a contract or an increase in business.

## (8) Does our organization need to complete and submit on-line Representations and Certifications?

Yes, the Online Representations and Certifications (ORCA) website can be found at: <a href="http://www.bpn.gov">http://www.bpn.gov</a> and clicking on "Online Representations and Certifications Application (ORCA)" on the left side of the screen. Please the following items are

required in order to submit your Reps & Certs: (1) An active record in CCR, (2) An MPIN from that active CCR record. More information about ORCA can be found in the ORCA Handbook at: <a href="https://orca.bpn.gov/miscl/ORCA%20Handbook.pdf">https://orca.bpn.gov/miscl/ORCA%20Handbook.pdf</a>.

Online Representations and Certifications Application (ORCA) replaces most of the paper based Representations and Certifications (Reps and Certs) in Section K of solicitations with an Internet application. FAR 52.204-8 mandates the use of ORCA on or after January 1, 2005.

## (9) Can our organization submit a quotation for both an Express and a Standard? Award?

Yes, your organization may submit quotations for both the Express and Standard award, if the quotations are for different work. All vendors must certify that their organization has not previously been, nor is currently being, paid for essentially equivalent work by any agency of the Federal Government.

## (10) My organization plans to submit an Express Award. What attachments are required?

If your organization plans to submit a quotation for an Express Award, the following documents must be included with your quotation:

Attachment No. 5 – Express Award Proposal Cover Sheet Attachment No. 10 – Application for NLM AIDS Information Express Award

# (11) My organization plans to submit a Standard Award. What attachments are required?

If your organization plans to submit a quotation for a Standard Award, the following documents must be included with your proposal/quotation:

Attachment No. 4 – Standard Award Proposal Cover Sheet

Attachment No. 6 – Standard Award Matrices

Attachment No. 9 - Cost Breakdown Form